

EXCLUSIVE MEDIA EVENT AGREEMENT

This Rights Agreement ("**Agreement**") is entered into as of October 21st, 2016 ("**Effective Date**"), by and between **FloSports, Inc.**, a Corporation based in Texas with its principal place of business at 2922 East Cesar Chavez, Austin, Texas ("**FloSports**"), and WWN, Inc a Corporation based in Delaware with its principal place of business at 7383 Monterey Blvd, Tampa, Florida ("**Event Rights Holder**").

WHEREAS, the Event Rights Holder owns and produces professional wrestling events under a variety of promotion names, including, but not limited to, Evolve, Shine, FIP and Style Battle ("**Events**") and solely controls the rights to film, broadcast, stream and/or otherwise record the Event;

WHEREAS, FloSports is a media company that films, streams or broadcasts and/or otherwise records athletic events including without limitation for use in connection with its products and services located on FloSports platform ("**Media Platform**"), and

WHEREAS, the parties desire for FloSports to be the media company covering Events with exclusive rights to broadcast, stream and/or otherwise record the Event.

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

- a) "**Events**" means the events owned and produced by all promotions affiliated with WWN, including but not limited to Evolve, Shine, FIP and Style Battle or any event hosted by Event Rights Holder that is substantially similar or serves as a replacement for such event whether or not similarly named. This agreement also covers any future promotions established by WWN during the Term.
- b) "**Recordings**" means any competition video, interview video, or other video captured at the location of the Event.

- 2. **TERM.** The term of this Agreement commences on November 1, 2016 and ends on December 31, 2021 ("**Term**").

3. RIGHTS FEE.

- a) FloSports agrees to pay Event Rights Holder a rights fees according to the schedule below. Payments will be made in equal monthly installments. Event Rights Holder will invoice FloSports each month. FloSports will issue payment within 30 days of receipt of each invoice. Failure to pay within this 45 day window will result in a 5% penalty being added to the invoiced amount.

EXHIBIT

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exhibitsticker.com

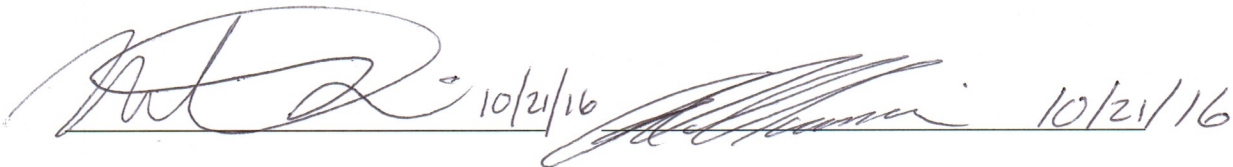
- i) 2016 - \$75,000
 - ii) 2017 - \$500,000
 - iii) 2018 - \$550,000
 - iv) 2019 - \$605,000
 - v) 2020 - \$670,000
 - vi) 2021 - \$740,000
- b) Incentives: In addition to the Rights Fee described in Section 3a, FloSports will pay an incentive to Events Rights Holder if financial performance exceeds specified levels. Events Rights Holder will receive the greater of the Rights Fee listed in Section 3a or 30% of total Net Cash attributed to WWN over the course of the year. Example: Net cash in 2017 equals \$1,000,000. Events Right Holder receives a total of \$500,000. Net cash in 2018 equals \$3,000,000. Events Right Holder receives a total of \$900,000.
- i) If 30% of Net Cash exceeds the annual Rights Fee, a make-good payment will be made 30 days after the conclusion of the year.
 - ii) Net Cash is defined as revenue minus fees, chargebacks and adjustments.
 - iii) Event Rights Holder will receive credit for subscriptions sourced to the Events included in Agreement that occur in the time period of three (3) days prior to and three (3) days after the Event in question.
 - iv) Payment structure subject to review in January of 2018 if FloSports has partnered with additional professional wrestling promotions and the amount of pro wrestling content consumed on the platform provided by Event Rights Holder is materially disproportionate to the percentage of subscriptions attributed to Event Rights Holder.
4. **OPTION PERIOD.** FloSports has the right to terminate this Agreement by providing notice during the month of January each year, starting in 2018. If FloSports exercises this option, the agreement will continue for 12 months after the date of notification before terminating.
5. **PRODUCTION.** Event Rights Holder will produce the video for each of the Events complete with a HD quality stream and commentary with similar quality. Event Rights Holder will manage the video production at no cost to FloSports including:
- a) Planning, Logistics & Production Teams.
 - b) All required video equipment including:
 - i) Minimum of two camera angles to be used.
 - ii) Encoder to deliver live stream to FloSports.
 - c) Personnel to manage and run the video production for all Events.
 - d) Internet with a minimum upload speed of 5mbps for all Events.

- e) Delivery of fully produced live stream via RTMP feed to FloSports for all Events. FloSports to provide RTMP instructions.
 - f) Event Rights Holder will produce and deliver a minimum of five Events per month, with the exception of December of 2016, where they will produce at least three Events. The quality of the Events should be reasonably similar or better than the same Events in 2015 and 2016 through the Term of the contract.
- 6. FLOSPORTS PROMOTION.** FloSports will provide \$250,000 of advertising value per year on FloSports (i.e. custom digital display, email newsletters, social media, editorial previews/coverage/recaps, etc.).
- 7. EVENT PROMOTION.** The Event Rights Holder shall use the following methods to promote the FloSports live production of the Event.
- a) Prominent link of the live stream recording with an image above the fold on the homepage and Event page of the Event Rights Holder's website. FloSports will provide the image and link to be used.
 - b) Minimum of two (2) email blasts with with an image and link to live coverage sent to Event Rights Holder's full database. FloSports will provide the images link to be used.
 - c) Minimum of four (4) posts that include an image and link of the live stream recording on each of the Event Rights Holder's social media platforms, including Facebook, Twitter and Instagram. FloSports will provide the images link to be used.
 - d) PA announcements every hour promoting live stream and Media Platform information. FloSports will provide the copy to be used.
 - e) Onsite signage at each live event promoting live stream. Signage to be provided by FloSports.
 - f) Opportunity to have an onsite display space at all WWN events. Display activation to be provided and manned by FloSports.
- 8. EXCLUSIVE MARKETING RIGHTS.** Event Rights Holder hereby grants to FloSports the worldwide, exclusive rights and license to sell, broadcast, distribute, video and/or other Recordings of each of the Events and interviews and other coverage related to such Events, both live and VOD, with the exception of Blu-Ray copies of the Events, which may be distributed no earlier than three months after the Event's completion by Event Rights Holder. Additionally, Event Rights Holder grants to FloSports the worldwide, exclusive rights and license to sell broadcast, distribute, video and/or other Recordings of all past pay-per-views from their promotions, as well as any other matches available in their tape library. FloSports rights and license will be exclusive for the life of the term. After the term, FloSports retains the rights on a non-exclusive basis for use on

not settle such action without the consent of the Indemnitee which shall not be unreasonably withheld and the indemnitee may participate in such action with counsel of its own choosing at its own expense; and (iii) reasonably cooperate in the defense of such action at the Indemnitor's cost.

- i) Confidentiality of Agreement. The parties agree that the terms and conditions of the Agreement shall be treated as confidential and therefore agree to undertake whatever measures are reasonably necessary to preserve such confidentiality unless disclosure is required by law or written consent of the other party is obtained. Notwithstanding the foregoing, each of the parties may disclose the terms and conditions of this Agreement to such party's attorneys, accountants and other agents in the ordinary course of business, in each instance subject to appropriate confidentiality agreements.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the Effective Date.

The image shows two handwritten signatures in blue ink. The signature on the left is for Martin Floreani, and the signature on the right is for Sal Hamaoui. Next to each signature is the date 10/21/16.

Martin Floreani Date:

Sal Hamaoui Date:

CEO, FloSports, Inc.

President, WWN, Inc.